

142 West 57th Street, Sixth Floor  
New York NY 10019

AGENT: Peter Schwartz



Phone: (212) 581-3100

Fax: (212) 581-0015

CONTRACT #: 176618

Agreement made this date, Monday, August 2, 2010 by and between Rostrum Records (hereinafter referred to as Artist) and East Carolina University (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S): WIZ KHALIFA 100% HEADLINE

VENUE: East Carolina University Wright Auditorium, Greenville, NC 27858

Phone:

Fax:

Production: Melissa Boyle Aronson

Phone: 757.618.6398

DATE(S): Mon. November 8, 2010

Set Length at Artist's Discretion.

TICKETS:	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discriptn	No. Days/Shws:
	1.400 @	\$5.00			\$5.00	Adv-Stdnt	1 / 1
	@	\$10.00			\$10.00	DOS-Stdnt	Load In: Per Advance
	@	\$15.00			\$15.00	Adv-Public	Snd Chck: Per Advance
	@	\$20.00			\$20.00	DOS-Public	Doors Open: 7:00 PM
							Showtime(s): 8:00 PM
							Onstage: TBA
							Ages: All
							Curfew: 10:00 PM
	GP: \$7,000.00		Capacities		Merchandising		
	Tax:		Per Show: 1,400		Artist self: 80/20 %		
	Net: \$7,000.00		Total tkts: 1,400		Build self:		

#1 **TERMS:** \$10,000.00 Flat Guarantee Less 4% Withholding Tax (As per ECU Addendum #1)  
Purchaser to provide turntables and mixer.  
PLUS Purchaser agrees to provide and pay for Sound & Lights and Monitors to meet with Artist's specifications and approval.  
Advance with James Palmer - Technical Director - palmerja@ecu.edu.  
or call 252-328-4749.

#2 **ADDITIONAL PROVISIONS:** Purchaser shall provide and pay for, as per Artist's specifications and approval, at no cost to Artist any and all rider requirements.  
promoter email: [melissa@babcoentertainment.com](mailto:melissa@babcoentertainment.com)  
Artist guarantee is subject to 4% NC state withholding tax.

**OTHER ACTS:** TBA 75%SG \$1,000/ TBA 60%SG \$500  
**PAYMENTS:** following Less 4% Withholding Tax (As per ECU Addendum #1)  
Artist shall be paid in full on the night of the engagement prior to the performance via university check (\$10,000).  
The Agency Group Ltd. Bank Wire Information HSBC ABA#: 021-001-088 Account#: 610088955  
452 Fifth Avenue, New York, NY 10018

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither The Agency Group, Ltd. nor its officers nor its employees are parties to this contract in any capacity and that neither The Agency Group, Ltd. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in the previous paragraph and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

#4 All other terms and conditions of Artist's engagement and services hereunder are set forth in the Standard Terms and Conditions attached hereto as Exhibit "A" which Standard Terms and Conditions are by this reference incorporated herein and made a part of this Agreement.  
This contract shall not be binding unless signed by all parties hereto provided however, that the failure to sign this agreement shall not subject The Agency Group to any liability. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement on the date first above written. IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and first above written.

Rostrum Records  
Benjy Grinberg

X  
C/O The Agency Group Ltd. 142 West 57th Street, Sixth  
New York, NY 10019  
(212) 581-3100 Fax (212) 581-0015

East Carolina University  
Jacob Tidwell Nancy J. Mize - Interim Associate Vice Chancellor  
of Student Services

X  
114 Mendenhall Student Center  
Greenville, NC. 27858  
757.962.8777 Fax  
Stephanie Coleman - Accountant

#1 - 4 Please initial and date these changes.



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Additional Terms and Conditions for Non-AFM Members

WIZ KHALIFA

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The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and make a part of the Agreement between the parties hereto.

1. Reproduction of Performance Provision

PURCHASER shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

2. Merchandising Provision

ARTIST shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.) Posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject however to concessionaire's requirements, if any.

3. Right to Likeness Provision

ARTIST'S name or likeness may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without ARTIST'S prior written consent.

4. Termination Clause

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to PURCHASER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the agreed price herein set forth.

5. Sickness or Accident Provision

In the event of sickness or of accident to ARTIST, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, or emergencies or any other similar or dissimilar cause beyond the control of PURCHASER, it is understood and agreed that there shall be no claim for damages by PURCHASER and ARTIST'S obligations as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis. Less 4% Withholding Tax (As per EOC Addendum #1)

6. Controlling Authority Provision

ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including but not limited to the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right or may see fit to designate and change at any time the performing personnel. Provided ARTIST is ready, willing and able to perform at stated date and time, ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar beyond ARTIST'S control.

7. Weather Provision

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and ARTIST disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, ARTIST'S determination as to performance shall prevail.

8. Cancellation Clause

Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder



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without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.

#9 Please Note: If artist cancels, purchaser will not be held liable for any financial costs incurred by the artist.

9. Independent Contractor Clause

It is agreed that PURCHASER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof or otherwise.

10. Authority for Inconsistencies Provision

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to ARTIST shall control.

11. Indemnification Clause See ECU Addendum #16

#10 PURCHASER hereby indemnifies and holds ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of the ARTIST.

12. Dispute Resolution Provision

#11 Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the State of New York in accordance with the rules and regulations then obtaining of the American Arbitration Association governing panels. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

#12 Please note that East Carolina University cannot pay attorney's fees.

13. Conflict of Laws Provision

Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the PURCHASER to ARTIST hereunder. If there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, limited only to the extent necessary to eliminate such conflict. ARTIST agrees to comply with hall regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER.

14. Escrow Provisions N/A

#13 (Escrow Agent) acts herein only as the Escrow Agent for Producer and is not responsible for any act of commission or omission on the part of either PURCHASER or ARTIST. In furtherance thereof and for the benefit of (Escrow Agent), it is agreed that neither ARTIST or PURCHASER will name or join (Escrow Agent) as a party in any civil action of suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER or ARTIST and the PURCHASER and ARTIST jointly and severally agree to hold the (Escrow Agent) harmless from and against any and all expenses, costs, actions, claims, or liabilities (including reasonable attorney's fees) which may arise in connection with the Escrow Agent's performance of its duties hereunder, except for the willful misconduct or gross negligence of the Escrow Agent. The Escrow Agent may act or refrain from acting in respect of any matter arising in connection with the Escrow Fund, shall have no duties or obligations other than as stated herein and shall be protected in acting upon any notice, certificate, or other communication, not only as to the due execution and the validity and effectiveness of its provision, but also as to the truth and acceptability of any information therein contained, which it shall in good faith believe to be valid and to have been signed or presented by a proper person or persons. The Escrow Agent shall not be bound by any notice, or demand with respect thereto, or any waiver, modification, amendment, termination, or rescission of this contract unless in writing delivered to the Escrow Agent, and if the duties of the Escrow Agent are affected, unless it shall have given its prior written consent thereto. If at any time there shall be a controversy between PURCHASER and ARTIST with respect to the Escrow Fund, the Escrow Agent may upon notice to PURCHASER or ARTIST either (i) hold the Escrow Fund until otherwise directed by a

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#14

~~written instrument signed by PURCHASER and ARTIST or by an order, decree or judgment by a court of competent jurisdiction which, by lapse of time or otherwise, shall no longer be or shall not be subject to appeal or review or (ii) deposit the Escrow Fund in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Escrow Fund in accordance herewith, the obligations of the Escrow Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this contract.~~

#15

15. Assignment/ Transfer Provision

This contract (a) cannot be assigned or transferred without the written consent of PURCHASER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of <sup>North Carolina</sup> New York, regardless of the place or performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "PURCHASER" and "ARTIST" as used herein shall include and apply to the singular, the plural and to all genders.

Rostrum Records  
Benjy Grinberg

X

East Carolina University  
Jacob Tidwell- Nancy J. Mize  
Interim Associate Vice Chancellor of Student Services

X

Stephanie Coleman - Accountant

#14 - 15 \_\_\_\_\_ Please initial and date these changes.



This rider to the contract dated August 5, 2010 by and between  
**Wiz Khalifa** (herein referred to as "ARTIST") and Eats Carolina University  
(herein referred to as "PURCHASER") for the engagement at Wright Auditorium on  
November 8, 2010 is made part of and setting forth additional terms and conditions to the  
attached contract.

Should the PURCHASER have any problems in fulfilling any items herein, please immediately  
contact:

**AGENCY:**

PETER SCHWARTZ  
ZACH QUILLEN  
THE AGENCY GROUP  
142 W. 57<sup>TH</sup> STREET, 6<sup>TH</sup> FLOOR  
NEW YORK, NY 10019  
212-581-3100  
212-581-0015 Fax  
[Peter@theagencygroup.com](mailto:Peter@theagencygroup.com)

**TOUR MANAGER:**

WILL DZOMBAK  
412-779-7684  
[WILL@ROSTRUMRECORDS.COM](mailto:WILL@ROSTRUMRECORDS.COM)

**Rider Contents:**

1. Compensation
2. Complimentary Tickets and Passes
3. Billing and Advertising
4. Dressing Room/Catering Requirements
5. Security
6. Sound check
7. Technical Support
8. Lodging & Flights
9. Backline & Projection
10. Merchandising
11. Cancellation
12. Reproduction of Performance
13. Miscellaneous

## 1. COMPENSATION

#16 full amount by university check following  
In all cases the balance of any guarantee shall be paid in CASH one (1) hour prior to Artist's performance. Less 4% (As per ECU Addendum #1)

## 2. COMPLIMENTARY TICKETS & PASSES

#17 Twenty (20) Twenty (20)  
Purchaser shall provide, at Purchaser's expense, FORTY (40) Comp Tickets and FORTY (40) backstage passes. Tickets and passes shall be given to Artist's road manager upon arrival at venue.

## 3. BILLING & ADVERTISING

Artist shall receive appropriate billing in any and all publicity releases and paid advertisements, including but not limited to: programs, flyers, signs, lobby boards and marquees, as well as all other displays and publications where Artist's name appears in connection with the engagement herein.

Management will have prior approval on any and all radio, television, newspaper and/or magazine interviews (requiring the participation of Artist) in conjunction with this performance.

## 4. DRESSING ROOM/CATERING REQUIREMENTS

Purchaser shall provide at his/her sole cost expense ONE (1) dressing room with a lockable door. The dressing room shall be clean and comfortable, and shall contain adequate lighting, a full sized mirror, comfortable seating and toilet facilities within close proximity.

### CATERING

#18 Two handles of Bombay Sapphire Gin  
#19 One case of Red Stripe Beer Per Advance - Food and refreshments as agreed  
Clean towels upon by band management and university administrator(s)  
Bottled water with ice  
Chicken Wings - honey chipotle preferred  
Assorted Lunch Meats (NO PORK)  
Whole Wheat Bread  
Assorted Fruits  
Pepsi & Sprite  
Orange Juice  
Lemonade  
Assorted Condiments  
Chips & Pretzels  
Salads  
Mints  
#20 1 package white socks for shoe size 11  
#21 1 package wife beaters - Hanes size large  
#22 1 1/4" rolling papers  
#23 Lighters  
Mints  
#24 Condoms - Trojan very sensitive  
Toothpicks  
#25 Toothbrush -  
Red Solo cups

## 5. SECURITY

Purchaser shall guarantee proper security at all times to insure the safety of Artists instruments, costumes and personal property before, during and after their performance. Any loss or damage to Artists property shall be the sole responsibility of Purchaser. The backstage shall be supervised by no less than two (2) security guards. The tour bus shall be supervised by no less than one (1) security guard.

## 6. SOUND CHECK

A sound check is required prior to the performance. The place of engagement shall be ready and available to Artist by 5PM on the day of engagement. Light and sound people (those who will be operating the systems during the performance) shall be available to do a complete rehearsal.

## 7. TECHNICAL SUPPORT

#25

Purchaser  
Promoter agrees to provide professional sound & monitor systems.  
(Specific details to be advanced)

## 8. LODGING & FLIGHTS

N/A

#26

~~In the event Purchaser is responsible for Artist's lodging, reservations for FIVE (5) double rooms will be made in advance and approved by management. FOUR STAR QUALITY HOTEL ROOMS ONLY. Absolutely no motels or Inns.~~

~~In the event Purchaser is responsible for airline tickets, FIVE (5) tickets shall be purchased (with departure and arrival times pre-approved by management) and sent to management (or Agent if requested) at least ONE (1) week prior to the day the Artist leaves per the ticket.~~

~~All flight times and locations MUST be approved by management BEFORE purchasing the tickets. Refundable tickets should always be purchased, as Artist will not be held responsible for any necessary changes.~~

## 9. BACKLINE & PROJECTION

In the event Purchaser is responsible for Artist's backline, the following items are required and are also subject to advance by Artist's management:

#27

1 Table for Turntables

2 WIRELESS MICROPHONES

1 Wired Microphone with stand

2 Technics 1200s

1 Rane 57 Mixer for DJ to plug into

1 Rane SL1 Serato Interface Box

1 microphone on a boom stand

Per Advance with James Palmer - Technical Director

palmerja@ecu.edu. or call 252-328-4749.

Two small tables

(1) With bottled water to be placed on one side of the stage.

(2) Set up in venue as area for merchandise to be sold.

- **PROJECTION:**

The Purchaser will be responsible for providing the artist with a projector and screen for the performance. The screen should be at the back of the stage, behind the DJ set-up. Management will confirm the specs required upon advancing.

## **10. MERCHANDISING**

The following will be needed for merchandise for the night of the event:

1. One six foot table in a well lit highly visible area.
2. Power outlet by merchandise table.
3. Dolly & rubber bands.

Purchaser is responsible for providing at least one person to sell merchandise for the tour, at no cost to the Artist.

## **11. CANCELLATION**

Artist may cancel and terminate this contract and the services to be rendered hereunder, without liability, on thirty (30) days prior written notice to Purchaser.

Please Note: If artist cancels, purchaser will not be held liable for any financial costs occurred by the artist.

## **12. REPRODUCTION**

ARTIST reserves the right to record their performance, audio or video, for any purpose, with no obligation to compensate the PURCHASER or the venue, for said recordings.

PRESS PHOTOS: ARTIST requires that all press photographers be approved in advance through the ARTIST's management. ARTIST will allow press photos only during the first three songs of the concert, no flash, from behind the barricade only. All press photographers will be required to present credentials before being issued press passes.

PURCHASER agrees to restrict entry of professional photographers/videographers (fan pictures/filming permitted) carrying cameras, camcorders, tape recorders or any recording equipment into the venue unless the person is carrying an approved pass from ARTIST. PURCHASER agrees to confiscate all film and tape from persons found photographing or taping the performance, and turn over all confiscated film to ARTIST's representative.

VENUE RELATED PRESS: Venues are strictly forbidden from issuing press credentials or photo passes, regardless of their relationship with any local media or sponsor, without prior approval from ARTIST's management. If the venue has a designated media relations person please place them in contact with ARTIST's tour manager prior to the show day.

## **12. MISCELLANEOUS**

**BUS** - Artist will be traveling in a 45' bus. Purchaser will make the parking arrangements as close to venue as possible at no cost to Artist and provide a minimum of one (1) security guard for bus security at all times.

#28

#28

Please initial and date these changes.

**BANNER/SIGNAGE** - Artist will be hanging a banner/backdrop on stage (dimensions TBD).

\*\*\* Purchaser is NOT allowed to have any brand, company or sponsor signage on the stage without written approval from the artist in advance. There is including but not limited to backdrops, banners, posters, flyers, etc. on stage without the written of Artist or Artist's Representative.

**PRESS** - Please forward any reviews, articles, photos, or press related materials concerning Artist's performance to Artist or Artist's Representative.

**AGREED TO AND ACCEPTED:**

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
**PURCHASER**

Nancy J. Mize

Interim Associate Vice Chancellor of Student Services

\_\_\_\_\_  
**ARTIST**

\_\_\_\_\_  
Stephanie Coleman - Accountant

ADDENDUM  
East Carolina University

1. COMPENSATION

PLEASE NOTE

The Artist Fee of \$ 10,000.00 is subject to a deduction by Purchaser of four percent state withholding taxes as required by NC House Bill 1318, Chapter 1998-162, unless Artist or Artist's Management supplies Purchaser with an up-to-date copy of the Certificate of Authority with signed Addendum. See attached page regarding Certificate of Authority. (REVISED FEBRUARY 2004)

Payment of the Artist Fee MINUS THE STATE WITHHOLDING TAXES will be made payable to: **CAMERON JIBRIL THOMAS** by university check drawn upon an account of East Carolina University as Purchaser in the following amount if Certificate of Authority is not provided:

Artist Fee \$10,000.00	less 4% \$400.00	= Adjusted Fee \$9,600.00
Mgmt Fee \$0.00	less 4% \$0.00	= Adjusted Fee \$0.00

Payment will be delivered to the Artist or Artist's Representative at intermission or following the performance(s) specified. If payment cannot be made on the day of the performance, it shall be made within thirty days thereafter. Independent Contractors will be sent a Form 1099-Misc. at the end of the calendar year.

Royalties, union fees, welfare, insurance, and other obligations--except as otherwise specifically noted in this ADDENDUM are a part of the Artist(s)' cost of production. Purchaser shall not be responsible for the payment of these or other obligations. Under no circumstances will the Purchaser tender payment to the Artist(s) in the form of a Cashier's Check or in cash, nor shall the Purchaser be under any obligation to take any action to assist in cashing of payment. (Revised March 15, 2004)

2. TICKETS - Purchaser agrees to provide tickets for the performance(s) covered by this ADDENDUM and to offer said tickets for sale at locations to be determined by Purchaser. Purchaser further agrees to provide ticket-takers, door guards, and ushers as deemed necessary by Purchaser to supervise admission to the performance(s). (scaled seating prices may be inserted here) Complementary tickets, NOT TO EXCEED \_\_\_\_\_ are available to the Artist(s).
3. Any failure of Artist(s) to perform may be excused only for proven detention because of death, sickness, or injury, civil tumult or riot, epidemics, force majeure/ Acts of God, or other conditions beyond the control of the Artist(s). Artist(s)' agent must notify Purchaser forthwith of any reason to Artist(s) which might result in Artist(s)' failure to perform on the scheduled date. Purchaser reserves the right to approve/substitute any other individual or group performance for that Artist(s) in the event that Artist(s) is not able to perform as scheduled.
4. In the event of cancellation caused by Artist(s)' unexcused inability to perform, Purchaser reserves the right to cancel the entire Addendum and to be reimbursed by Artist(s) for any monies incurred in the advertising, promotion, purchase, ticket printing, advance sales, box-office expenses (including refunds), reservation, and technical set-up of the facilities for the performance, and any other out-of-pocket expenses incurred by Purchaser of the show, as well as the right to enforce any other remedies allowed by law, and Purchaser will be relieved of any responsibility under this agreement in such event.
5. Travel MIX-UP RESPONSIBILITIES

The Artist(s) will be held responsible and subject to damages for all expenses caused Purchaser for planning, promoting, and setting up for the performance(s) if the performance is delayed or prevented because the Artist(s) travels to Greenville, SOUTH Carolina, instead of Greenville, NORTH CAROLINA. (The three-letter airport identification for Greenville, North Carolina, is PGV.)

6. **Act of God/Force Majeure:** Should the facility scheduled for this performance become unavailable or inaccessible for reason(s) of inclement weather, fire, windstorm, other Acts of God, public disturbances, or similar occurrences beyond the control of Purchaser, Purchaser shall reserve the right to cancel this ADDENDUM, whereupon the liability of Purchaser to Artist(s) shall be limited to out-of-pocket expenses incurred by Artist(s) prior to notice of cancellation by Purchaser. Any such expenses of Artist(s) must be supported by written, itemized, and paid invoices submitted by Artist(s) or Purchaser.
7. Artist(s) agrees to provide all equipment and services, except as otherwise provided herein. Purchaser agrees to furnish the following equipment and service:

**WILL PROVIDE LOCAL GROUND TRANSPORTATION TO AND FROM LOCAL AIRPORT (PGV), HOTEL AND VENUE, FOOD AND REFRESHMENTS AS AGREED UPON BY BAND MANAGEMENT AND UNIVERSITY ADMINISTRATOR(S) AND SOUND AND LIGHTING PROVIDED BY EAST CAROLINA UNIVERSITY.**

Any proposed rider or other designation by Artist(s) of specific technical requirements to be met by Purchaser including, but not limited to, specific electrical power, amplification equipment, piano, or other musical instruments, stage requirements, and other equipment or technical services, must be provided to Purchaser by Artist(s) at least thirty days prior to the event and must be specifically agreed to in writing by Purchaser and made a part of this ADDENDUM. Unless otherwise indicated, Purchaser shall, at Artist(s)' request, provide for student grips and student stage labor to set up and clear any stage and to load and unload all equipment to be used in the performance(s) covered by this Agreement. Also see newly implemented Wright Auditorium website for details: <http://www.wrightauditorium.ecu.edu>.

8. **TECHNICAL CONSIDERATION**

Wright Auditorium/Hendrix Theatre/The Pirate Underground is a multi-use facility. While the auditorium is excellent for some uses, it has limitations for others. The attached technical specifications must be reviewed carefully by the production staff. Particular attention should be paid to the dimensional information. Any scenery which will not fit through the load-in elevator must be light enough to be carried by students through the front entrance. Any further questions should be referred to the Wright Auditorium Manager, telephone 252-328-6269, or faxed to 252-328-0580, or to the University Unions technical director, telephone 252-328-4742 or faxed to 252-328-1088 for response. Take a Virtual Tour of Wright Auditorium and download technical specifications at <http://www.wrightauditorium.ecu.edu/>

9. Purchaser agrees to provide house ushers and other security personnel in a number to be determined by the Purchaser and, further, to provide stage/house crew comprised of at least one stage manager, \_\_\_\_ house electrician, \_\_\_\_ follow-spot operators, \_\_\_\_ assistant operators, and other student stage crew personnel. Purchaser shall provide for routine clean-up and janitorial maintenance of the facilities used for the performance(s) and shall provide custodial personnel as necessary for such purchases.
10. Purchaser shall use its best efforts to prevent the recording, photographing, or video-taping without permission of the Artist(s) of any portion of the performance. Purchaser's responsibility shall be limited, in any event, to responsible and lawful action to discover and to terminate such photographing, recording, or videotaping.

11.. **COMMISSION ON SALES OF SOUVENIRS, PROGRAMS, CASSETTES, AND COMPACT DISCS**

The house rules require a commission of twenty percent payable to Purchaser of all sales of souvenirs, programs, cassettes, and compact discs. An additional five percent will be charged if Purchaser furnishes a salesperson. The person handling sales for Artist(s) is obligated to check in with the house manager and have the materials to be sold inventoried prior to and at the conclusion of sales.

12. **LONG-DISTANCE TELEPHONE CALLS**

Charges for long-distance telephone calls listed on hotel/motel bills for rooms occupied by the artist(s) while in Greenville, North Carolina, are the responsibility of the artist(s) for payment.

13. REFRESHMENTS

Refreshments provided by the Purchaser for the attraction shall be nonalcoholic beverages. University policies prohibit the purchase of alcoholic beverages with student funds. Artist(s) shall not provide or give alcoholic beverages to ECU students and/or employees prior to, during, or after the performance(s). Should Artist(s) provide or give alcoholic beverages to ECU students and/or employees prior to, during, or after the performance(s), it will constitute a material breach of this Addendum.

14. The Purchaser, as an Agency of the State of North Carolina, is not obligated to contribute to any union welfare fund and may in its discretion employ either union or nonunion labor. Adherence to union regulations by East Carolina University is only as a matter of courtesy and is not an obligation. In the event of the violation by Purchaser of any union regulation or policies, Purchaser shall be held harmless by Artist(s). Purchaser will provide technical and student stage crew if specified hereinafter but will not provide costume mistresses, pressers, stage crew, or other labor required by any union or under any agreement between Artist(s) and a union.

15. Artist(s) will be solely responsible for the content of material performed and shall hold Purchaser harmless from any claim of libel, copyright infringement, or other alleged illegal use of materials performed by Artist(s) at the performance(s) covered by this ADDENDUM .

**In the event the purchaser feels the content of material performed is vulgar or offensive in any manner, the purchaser has the right to end the program.**

16. The Artist hereby expressly agrees to indemnify and hold harmless East Carolina University from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from Artist's negligent acts or omissions.

17. All additions, deletions, and other amendments to this ADDENDUM and any rider or list of specifications or requirements intended to be a part of the ADDENDUM must be executed by all parties to this ADDENDUM .

18. If this ADDENDUM is signed by someone other than Artist(s), the individual signing for the Artist(s) expressly warrant that such individual is authorized by Artist(s) to execute this ADDENDUM for the Artist(s).

19. This ADDENDUM shall not be effective until executed by Purchaser and Artist(s). Any change in this ADDENDUM made by Artist(s) after the signature of Purchaser shall not constitute a binding Addendum until any amendments or additions to the original ADDENDUM have been approved and executed by the Purchaser.

20. It is expressly understood that this ADDENDUM is not a joint venture of any nature of Artist(s) and Purchaser, nor do the provisions of this ADDENDUM in any way establish Artist(s) as the agent of Purchaser. Artist(s), Artist(s)' employees, agents, or representatives shall not, in any manner, be construed to be the employees, agents, or representatives of the Purchaser.

21. Other terms and conditions: CAMERON JIBRIL, FOR SERVICES OF WIZ KHALIFA TO PERFORM IN CONCERT ON MONDAY, NOVEMBER 8, 2010, IN WRIGHT AUDITORIUM.

22. All performances governed by this ADDENDUM shall be conducted in compliance with the laws of the State of North Carolina and the rules of East Carolina University. The validity, construction, and effect of this ADDENDUM shall be governed by the laws of the State of North Carolina.

23. Any ADDENDUM between East Carolina University as PURCHASER and another party includes, by implication, the existing law of the State of North Carolina. PURCHASER, as a State agency, cannot agree to binding arbitration, mediation, or any mandatory dispute resolution other than legal action in North Carolina courts.

24. The ECU Addendum attached is incorporated and made a part hereof. In case of conflicts, inconsistencies, or incongruities, the ECU Addendum shall and will prevail.

25. This ADDENDUM is between CAMERON JIBRIL THOMAS, artist, and East Carolina University, Purchaser. The person signing for the university assumes no personal liability for payment of said price.

AGREED TO AND ACCEPTED:

FOR: CAMERON JIBRIL THOMAS  
840 OAK STREET  
WEST MIFFLIN, PA 15122

for: EAST CAROLINA UNIVERSITY

by: \_\_\_\_\_  
NANCY J. MIZE  
INTERIM ASSOCIATE VICE CHANCELLOR  
OF STUDENT SERVICES

by: \_\_\_\_\_

date: \_\_\_\_\_

date: \_\_\_\_\_

by: \_\_\_\_\_  
STEPHANIE COLEMAN - ACCOUNTANT

date: \_\_\_\_\_